

Agenda Item Form

Agenda Date: 07/07/04

Districts Affected: Citywide

Dept. Head/Contact Information: Information Technology, Tony Montoya, (915) 541-4288

Type of Agenda Item:

- | | | |
|--|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contracts</u> | | |

5KK

Funding Source:

- ☒ General Fund
☐ Grant (duration of funds: _____ Months)
☐ Other Source: _____

Legal:

- ☐ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: _____

Why is this item necessary:

Individuals' contracts are being renewed for positions of Senior Telecommunications Specialist and Telecommunications Specialists. They are currently assigned to the Public Safety Technology office and work on all voice communication systems (radio, telephones, and microwave). Contract employees, contracts must be approved by City Council before she can assume her duties.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Compensation for these Individuals will be as follows:

<u>Armando Almanza:</u>	<u>\$1216.87</u>	<u>Telecom Specialist I</u>
<u>Marcos Guerrero:</u>	<u>\$1576.66</u>	<u>Senior Telecom Specialist</u>
<u>Emilio Natividad:</u>	<u>\$1522.17</u>	<u>Senior Telecom Specialist</u>
<u>Camerino Gonzalez</u>	<u>\$1487.09</u>	<u>Senior Telecom Specialist</u>
<u>Adrianna Serrano-Laredo</u>	<u>\$1602.43</u>	<u>Senior Telecom Specialist</u>
<u>Tommy Yanez</u>	<u>\$1482.55</u>	<u>Senior Telecom Specialist</u>

Statutory or Citizen Concerns:

None

Departmental Concerns:

Department needs to have these resources in place due in order to provide continued communications support for all City of El Paso public safety entities.

2004 JUL 7 10 12 AM
CITY CLERK'S OFFICE

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **EMILIO NATIVIDAD**, to assist the Information Technology Department as a Senior Telecommunications Specialist at a biweekly rate of \$1,522.17 for 40 hours per week. The term of the contract shall be for the period of July 7, 2004 through July 6, 2006.

APPROVED this 7th day of July, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **EMILIO NATIVIDAD**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Information Technology Department, desires to employ the Employee as a Senior Telecommunications Specialist; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Information Technology Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 7, 2004 and be completed by July 6, 2006.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Five Hundred Twenty-Two and 17/100 Dollars (\$1,522.17). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Information Technology Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee
at the following addresses:

CITY: City of El Paso
Information Technology Department
Attn: Director
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Emilio Natividad

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 7th day of July, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Emilio Natividad
SSN:

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Tony Montoya, Director
Information Technology Department

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

SENIOR TELECOMMUNICATIONS SPECIALIST

EL PASO CONTRACT POSITION)

Summary

Under direction, perform difficult and unusual installation, maintenance and configuration of two-way radio, telephone switching and microwave systems for voice and data communication, including automatic vehicle location (AVL), global positioning and voice-over Internet Protocol (IP) enabled telephone switching systems; and act as coordinator of complex projects as required.

Typical Duties

Perform diagnostic, remedial and preventive maintenance and installation of telecommunications equipment and systems. Involves: Inspect, maintain, troubleshoot, and repair mobile and base station radio communications' equipment and accessories, point-to-point digital microwave terminals and repeaters including transmission lines and antennas and emergency backup power systems at City-owned radio sites.

Perform any other high and low voltage voice and data communication systems installation, maintenance and configuration, and recommend and arrange changes in service and system components as necessary. Involves: Program telephone switches and key equipment. Install, program, dispense and troubleshoot telephone and voice and data radio communication units.

Perform project implementation and management when assigned. Involves: Direct designated project subordinates as required for installation of network facilities for Private Branch Exchange (PBX) integration for voice and data applications, and of voice and mobile data terminals (MDT) radios, and AVL systems by assigning, instructing in and checking work as well as providing technical guidance to team members and end users to overcome difficulties encountered. Participate in planning, which includes preparing milestone schedules and timeline reports. Assist with training and development activities and enforcement of personnel rules and regulations, standards of conduct and work attendance, and safe working practices. Provide input to supervisors on performance of individuals while assigned to projects.

Perform miscellaneous related duties as required. Includes: Prepare Federal Communications Commission logs of system performance. Document system repairs and keep records of items returned for depot repair. Work closely with vendors to resolve network communications, voice and related problems.

Minimum Qualifications:

Training and Experience: Equivalent to a combination of graduation from high school or General Educational Development (GED) supplemented by two (2) years of trade or vocational school electronics coursework, plus four (4) years of experience installing, maintaining or configuring telecommunications systems, at least two (2) years of which included regularly working on radio, telephone and data communications hardware and software.

Licenses and Certificates: Valid Texas Class "C" Driver's License or equivalent issued by another state, and Basic Radio Installation Certification required at time of appointment. Must obtain Mobile Electronic Professional Certification and complete one (1) department approved manufacturer's or vendor's certified training program in installed hardware or software (for example, data applications, telephone or security systems integration, or cabling) within one (1) year following appointment. Must obtain Master Radio Installation Certification within eighteen (18) months following appointment.

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary.

Emilio Natividad

Objective

To obtain a position as a Communications Specialist for the City Of El Paso

Summary of Experience

Four years of installing, maintaining, and troubleshooting Radio, Data Communications, and Automatic Vehicle Location Systems for Public Safety. Maintain databases for Radios, Data, and Automatic Vehicle Locations Systems. Enter Requisitions and Vouchers in Peoplesoft. One year working with Definity Switch System activating and deactivating phone extensions. Certified in Category 6E and Fiber cable splicing. One year assembling relay racks and cable ladder. Ran and laced cables, wire wrapped and made BNC connectors to equipment, example: DCME 240 and 380, Alcatel 1680, Ciena 20 and 40 window, DSX1's DSX3's and NEC-0C 48. Two years experience as supervisor of 42 installers. Four years experience as Test Measurement Diagnostic Equipment Coordinator. Performed as Contract Officer with Hewlett Packard. Two years supervisory experience of three maintenance sections and one supply section. Five years experience as Team Chief/Installer. Over five years experience in maintaining, repairing, testing, and installing communication electronics equipment. Possessed a Secret Clearance with the Army for 18 years.

Supervisor and Trainer

Over 15 years of supervising and training military personnel in the area of communications electronics equipment.

Education

Certificate, MW520 Technical Level 2, Motorola, 2002

Certificate, BTC443M-Definity ECS System Administration Training w/ProLogix, Lucent Technologies, 2000

Certificate, ASTRO SPECTRA Mobile radio, 2000, Motorola, 2000

Certificate, SIMS II Trunking Terminal User, Motorola, 1999

Certificate, Communications Electronics Team Leaders Course, US Army, 1995

Certificate, Fiber Optics Fabrication and Splicing Course, US Army, 1995

Certificate, Advanced Noncommissioned Officers Course, US Army, 1992

Certificate, Communications Electronics Installers Course, US Army, 1985

**Employment
Chronology**

04/99-Present City Of El Paso

10/97-10/98 EF&I Services Company

10/95-08/97 Commuications Installer/Supervisor, US Army

02/92-10/95 5th Signal Command, Test Measurement Diagnostics
Equipment, US Army

08/85-02/92 Communications Installer/Supervisor, US Army

01/81-08/85 Microwave Repairman Supervisr, Stuttgart, Germany, US
Army